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ABSTRACT

This agreement was made on October 15, 1974 and is effective until September 1, 1975. Articles of the agreement cover: board-federation relationships; academic freedom; library collection; management rights; jury duty; union leave; temporary department chairman; teaching loads; faculty evaluation; grievance procedures; faculty appointment and reappointment; and fringe benefits. Appendixes include due authorization form and salary schedules. (PG)

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A G R E E M E N T

BETWEEN

FRANKLIN PIERCE COLLEGE

AND

RINDGE FACULTY FEDERATION (AFT)

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
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A G R E E M E N T

AGREEMENT made this fifteenth day of October, 1974, by and between RINDGE FACULTY FEDERATION (AFT) (hereinafter referred to as the "Federation") and FRANKLIN PIERCE COLLEGE, Rindge, New Hampshire, (hereinafter referred to as the "College").

ARTICLE I

Recognition

1. The College recognizes the Federation as the exclusive bargaining agent for all full-time and regular part-time faculty, including the Athletic Director, the Director of Special Programs, and the Director of Library Resources employed by the College at its Rindge, New Hampshire campus, but excluding guards, department chairmen, other employees and supervisors as defined in the Act.

2. It is understood that nothing contained in this Article shall be construed to prevent the Board of Trustees or any Board official or any official of the College Administration from meeting with any individual or organization to hear views on any matters, except that, as to matters which are proper subjects of collective bargaining, any changes or modifications shall be made only through negotiation and agreement with the Federation.

ARTICLE II

Definitions

1. College. The term "College" as used in this Agreement shall refer to Franklin Pierce College.

2. Federation. The term "Federation" as used in this Agreement shall refer to the Rindge Faculty Federation, American Federation of Teachers, AFL-CIO.

3. Board. The term "Board" as used in this Agreement refers to the Board of Trustees of Franklin Pierce College.

4. President. The term "President" as used in this Agreement means the chief executive officer of Franklin Pierce College, or a person acting in that capacity, duly appointed and authorized by the Board.

5. Dean. The term "Dean" as used in this Agreement shall mean the Academic Dean or the person holding the equivalent position as may be designated from time to time by the President.

6. Department. The term "Department" as used in this Agreement refers to the organization units of the faculty as are now or may from time to time hereafter be recognized by the Board.

7. Department Chairman. The term "Department Chairman" as used in this Agreement shall mean any person appointed by the President to fulfill the responsibilities, as the College may deem necessary, of directing any department as defined in this Agreement.

ARTICLE III

Board - Federation Relationships

1. The Federation recognizes that the Board and the Administration of the College have responsibility and authority to manage and direct in behalf of the Student Body all the operations and activities of the College to the full extent authorized by law.

2. Except as specifically provided in this Agreement, the operation and administration of Franklin Pierce College, including the right to make rules and regulations pertaining thereto, shall be fully vested in the Board and its Chairman, the President and their duly designated representatives. Nothing herein stated shall be construed as a delegation or waiver of any powers or duties vested in the Board or any agent thereof.

3. No organization within the College may promulgate rules and/or regulations in conflict with this Agreement.

4. In the event of conflict between the terms of any individual contract of employment and the terms of this Agreement, the latter shall be controlling. This Agreement shall be referred to in all employment contracts issued to faculty members.

ARTICLE IV

Dues Check-Off

1. The College agrees to the check-off of Federation dues as currently set forth in the Federation Constitution and By-Laws now in effect for all members of this unit who voluntarily desire to have their dues remitted by this method. Procedures for the above shall be followed in accordance with the form appended to this Agreement as Appendix "A".

2. All such deductions, based on an official list, accompanied by necessary individual authorization, supplied by the Federation, shall be made monthly and remitted to the Federation no later than thirty (30) days after such deductions are made.

3. The Federation shall save the College harmless in the event of any error in the list referred to in section 2 above.

ARTICLE V

Anti-Discrimination

The parties shall not discriminate against any faculty member or against any applicant for employment as a faculty member by reason of age, race, creed, marital status, color, sex, religion, national origin, citizenship or membership or non-membership in the Federation. However, nothing in this Agreement shall be construed so as to require the Federation to allow non-members to engage in Federation activities.

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ARTICLE VI

Academic Freedom

It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. In his role as citizen, every faculty member has the same freedoms as other citizens. However, in his extramural utterances he has an obligation to indicate that he is not an institutional spokesman.

ARTICLE VII

Library Collection

1. There shall be no censorship of the Library collection.

2. The College shall grant to the Director of Library Resources $14,000.00 for library acquisitions in addition to the current library operating budget for the academic year 1974/1975.

ARTICLE VIII

Management Rights

1. The parties agree that all the rights and responsibilities of the College which have not been specifically provided for in this Agreement are retained in the sole discretion of the College and shall include:

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ARTICLE VI

Academic Freedom

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ARTICLE VIII

Management Rights

1. The parties agree that all the rights and responsibilities of the College which have not been specifically provided for in this Agreement are retained in the sole discretion of the College and shall include:

a) the right to classify and reclassify personnel except that assignment of faculty members to non-supervisory duties or job titles not in existence at the time of election of the collective bargaining agent will not be used to remove the employee and/or the job title from the unit;

b) the right to direct employees; to determine qualifications and criteria in hiring; promote and retrench in conformance with the provisions of the Agreement; standards for work and class schedules shall be made within the limitations of the Agreement on workload; determine curriculum in accordance with the other provisions of this Agreement, and to hire, promote, assign, retain employees in position, and transfer in accordance with procedures described in this Agreement; make reappointments, suspend or discharge a faculty member for just cause subject to the other provisions of this Agreement;

c) the right to relieve an employee from duty in accordance with Article XIX, Retrenchment;

d) the right to take such action within the limits of this Agreement, as necessary to maintain the efficiency of College operations;

e) the right to determine the means, methods, budgetary and financial procedures, and personnel by which the College operations are to be conducted;

f) the right to take such actions as may be necessary to carry out the missions of the College in case of demonstrable emergencies;

g) the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement.

2. The exercise of such management rights shall not be arbitrary or capricious.

3. Nothing in this Agreement shall be construed to limit the right of administrative personnel to perform instructional duties, provided that the exercise of any of the rights set forth in this section shall not result in the retrenchment of any employee covered by this Agreement.

ARTICLE IX

JURY DUTY

Faculty members who are required to serve on a jury, or are required to report to Court in person in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty, shall receive the difference between their regular salary and jury duty pay including mileage allowances during such absences.

ARTICLE X

Bereavement Leave

1. Faculty members shall be granted up to three (3) consecutive days' paid leave which must include the day of funeral when a death occurs in the immediate family.

2. Immediate family is defined as the faculty member's wife, husband, father, mother, son, daughter, brother, sister, mother-in-law or father-in-law.

3. Bereavement leave must be taken for the purposes granted.

ARTICLE XI

Union Leave

The College agrees to grant up to one year of unpaid leave to one member of the bargaining unit in any academic year for the purpose of serving as an officer or staff member of the Union upon his request.

ARTICLE XII

Temporary Department Chairmen

Any member of the bargaining unit who may be appointed to serve as temporary chairman in the absence of the regular department chairman shall be permitted to return to the bargaining unit, and shall receive the rights, privileges and compensation of the chairman whose duties the member is fulfilling. "Temporary" shall mean up to one contract year.

ARTICLE XIII

Faculty Teaching Loads

1. Faculty teaching loads shall be expressed in total weekly contact hours. One contact hour is defined as one scheduled 60-minute lecture or laboratory period per week. Teaching assignments, and teaching loads, shall be made by Department Chairmen after consultation with the faculty member involved and approval by the Dean.

2. The College agrees that the regular faculty teaching load is twelve (12) contact hours per semester but in no case shall the faculty teaching load exceed fifteen (15) contact hours in any semester nor should the faculty teaching load involve more than three (3) separate course preparations in any semester. For this purpose 1 1/2 laboratory hours shall be counted as the equivalent of one lecture hour in laboratory courses which do not require faculty preparation equivalent to that required in a lecture course; however, if a faculty member teaches laboratory courses only which do not require such preparation, and does not prepare and grade written examinations or grade laboratory reports as part of his assigned duties, up to 21 contact hours of laboratory courses may be assigned. the College subscribes to the principle that, to the extent practicable, efforts will be made to assign to Laboratory Instructors responsibilities that will preclude assignment of a 21-hour load.

In assigning individual teaching loads, due regard shall be had for such factors as the total number of preparations required per week; whether a faculty member is introducing a new

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course or repeating an old one; the difference in scope and/or difficulty of the course or courses being taught; class size, average teaching load over the full academic year, emergency conditions, budgetary limitations and personnel ceilings.

3. In addition to the scheduled contact hours, teaching duties include work preparation and equipment preparation required for conducting laboratory or lecture courses, administration of tests and examinations, grading, student evaluation, and the scheduling of at least two office hours per week for appointments with members of each section assigned, at hours during which the faculty member has no other assigned classes. Further, a faculty member is required to attend departmental meetings and faculty meetings and is expected to serve on faculty committees to which appointed or elected and perform other professional extra curricular activities as assigned.

4. The foregoing provisions regarding teaching loads are not intended to affect existing non-teaching duties of those personnel serving as Director of Special Programs, Director of Library Resources and Director of Athletics. For purposes of this Agreement service in non-teaching areas currently receiving course or contact hour equivalency shall continue to receive such equivalency for the term of this Agreement.

5. Any faculty member teaching less than twelve (12) contact hours shall be defined as a part-time faculty member for purposes of this Agreement. All faculty members teaching twelve (12) contact hours or more in any semester shall be defined as a full-time faculty member for purposes of this Agreement.

6. As compensation for teaching in excess of four (4) courses (twelve contact hours) a faculty member shall receive additional compensation as follows:

Instructor - $800.00 per added course (3 contact hours)

Assistant Professor - $900.00 per added course (3 contact hours)

Associate Professor - $1,000.00 per added course (3 contact hours)

Professor - $1,150.00 per added course (3 contact hours)

For teaching less than six (6) students in a course, which is a required course, faculty shall be paid additional compensation of one hundred dollars ($100.00) per student.

ARTICLE XIV

Class Size

It is agreed that the Dean shall receive recommendations from each Department prior to the commencement of each term through the Department Chairman, or directly from one member of each Department not having a Chairman, concerning all matters of class size. However, it is agreed that class size, statistically averaged throughout all bargaining unit faculty and students during any academic year, shall be at a ratio of twenty (20) students per bargaining unit faculty member, exclusive of science lecture sections and physical education. This Article shall not be interpreted as adding to or modifying Article XIX Retrenchment.

ARTICLE XV

Faculty Evaluation

1. The evaluation of the professional activities of all employees in a private institution of higher education is essential to the maintenance of academic and professional standards of excellence. The purpose of faculty evaluations shall be to encourage a basis for decisions on reappointment, promotions, salary increases, and sabbatical leave.

Each member of the regular full-time faculty will have his services evaluated periodically in order that merit or demerit may be recognized and appropriate recommendations made.

2. Recommendations for promotion in rank, reappointment, and increases in salary shall be based primarily on merit; criteria to be used shall be determined by the Committee on Faculty Affairs which shall recommend to the Dean such standards, however, in no case shall such standards relate to points per factor. If it is alleged that recommended standards have been arbitrarily or capriciously rejected by the administration, such issues may be processed through the Grievance and Arbitration provisions of the contract.

3. It is provided, however, that in order to be eligible for any appointments to a rolling contract, a regular full-time faculty member must have completed a total of seven (7) years of instruction at an accredited institution at a college level, at least four (4) of which must have been at Franklin Pierce College,

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however, all service at Franklin Pierce College shall be credited for purposes of determining the seven (7) years of instruction. This requirement must have been met by the faculty member before any recommendation pertaining to such an appointment can be made. However, in no case shall a current regular full-time faculty member be retained for more than three (3) years from the date of this Agreement if he has not attained a Master's Degree or a Doctorate.

4. It shall be the duty of the Department Chairman to continually evaluate the performance of the faculty members within his department. Furthermore, the Department Chairman shall be initially responsible for an annual evaluation of his faculty and for recommendations concerning salary increment, promotions, reappointments, and sabbatical leave.

a) The Department Chairman shall write an evaluation of each faculty member in his department which shall include a summary description of the individual's contribution during the period under review, a statement relating to the individual's status regarding a possible rolling appointment and specific recommendations on salary increment, promotions, reappointments and sabbatical leave. Such evaluation shall then be forwarded to the Committee on Faculty Affairs, which shall then take into consideration the evaluation report in making

recommendations to the Dean relative to reappointment, non-reappointment, promotion and rolling contracts.

b) Each faculty member shall be apprised of his evaluation and his chairman's recommendation during a personal conference between the department chairman and the individual faculty member.

c) A copy of such evaluation shall be kept in the faculty member's personnel file.

d) The Academic Dean shall receive a written recommendation by the department chairman relative to each faculty member. Subject to the recommendation of the Academic Dean, the President shall make all final determinations on the recommendations submitted to him.

ARTICLE XVI

Faculty Appointment and Reappointment

1. Appointment to the faculty of the College in order of rank shall be: professor, associate professor, assistant professor and instructor. These ranks shall normally be used in regular appointments.

2. Procedure of Appointment

a) New appointments shall be made by the Academic Dean of the faculty subject to the confirmation of the President.

b) It ahall be the duty of the Department Chairman to solicit, interview and screen all applicants for positions within his department. The Department Chairman shall make recommendations to the Academic Dean regarding the hiring of new faculty members for the College.

3. Regular Review

The status of each faculty member shall be reviewed before the conclusion of his term of most recent appointment and in time to permit considered action upon his possible reappointment or promotion. (See Article on Faculty Evaluation)

4. Offers of appointment or reappointment to the faculty shall in all cases be tendered in writing by Certified Mail and shall include therein, all by reference, a statement of precise terms and conditions of appointment. In cases of reappointment, such offer shall be in the hands of the faculty member no later than March 15.

5. Acceptance of appointment shall be indicated by rendering a letter of acceptance. In the case of a person already serving on the faculty such acceptance or rejection shall be rendered not more than fifteen (15) days after the notification date.

6. Contract Term and Three-year Rolling Appointments

a) A faculty member initially hired by the College shall receive a one year contract; after satisfactorily completing his first and second full years of service with the College, he shall receive one year contracts and after satisfactorily completing his third and fifth full years of service with the College, he shall receive two-year contracts, thereafter the provisions of sections b and c below shall apply.

b) A faculty member shall be eligible after seven (7) years of service at the College, or, for faculty with three (3) or more years of service at other accredited colleges or universities, after four (4) years of service at the college, for a three-year rolling appointment.

c) Three-year rolling appointments shall operate in the following manner:

After one year of service on a three-year rolling appointment, the faculty member will be given a new three-year rolling appointment (i.e. the appointment will roll) if his performance is regarded as satisfactory. If the faculty member's performance is not regarded as satisfactory, the faculty member

shall be so notified in writing and will continue on the second year of his three-year rolling appointment. If after the second year of the three-year rolling appointment the faculty member's performance has improved and is regarded as satisfactory at that time, he will be given a new three-year rolling appointment. If the faculty member's performance is still regarded as unsatisfactory he shall be so notified in writing and the contract will not roll. The faculty member will then continue on the third year of his original three-year rolling appointment and that year's appointment will be regarded as terminal.

7. In all cases of reappointment and three-year rolling appointments, subject to the recommendation of the Academic Dean, The final decision shall rest with the President. In reaching his decision in any given case, the Academic Dean shall rely upon written recommendation by the Department Chairmen.

ARTICLE XVII

Termination For Cause

1. The appointment of a member of the faculty may be terminated and the faculty member may be dismissed if after due proceedings there is found to be proper cause for such action.

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a) Proper cause shall mean, for example, academic incompetence, behavior incompatible with effective conduct of duty, or behavior detrimental to the College.

b) Due proceedings shall mean proceedings outlined in the Grievance and Arbitration Procedure of this Agreement.

ARTICLE XVIII

Release From Contractual Obligations

The appointment of a member of the faculty may be terminated if the faculty member himself requests release. In order to receive consideration, the request must be presented in writing to the Academic Dean, and it should call for an effective date coinciding with the concluding date of the academic year, so as to avoid disruption of the work of the College. The request should be dispatched early enough to be in the Dean's hands no later than April 1 preceding the effective date.

ARTICLE XIX

Retrenchment

1. Retrenchment shall be defined as either removal or cutback in workload of any faculty member.

2. The College shall meet and discuss with the Federation any potential retrenchment including those involving curriculum and programs, or any retrenchment having an impact on wages, hours and terms of employment.

3. Retrenchment will take place only after the College experiences any one or any combination of the following bona fide circumstances or conditions:

a) financial reverses

b) program curtailment

c) declining enrollment

d) course discontinuance where the course does not attract sufficient enrollment for more than one semester.

The magnitude of retrenchment shall be commensurate with the financial exigency, program curtailment or decline in enrollment necessitating such retrenchment.

4. In the event faculty reductions are necessary, staffing needs based on program offerings shall serve as the guideline for faculty reductions and faculty shall only be retrenched in departments or programs affected by the conditions set forth in 3 above. Where qualifications are equal, date of original appointment will determine which faculty are retrenched. The term, "qualifications", shall include all factors normally considered in evaluation of faculty exclusive of rank. Retrenchment shall then be in the following order:

a) part-time employees

b) full-time employees.

The College agrees to notify the faculty member affected of the reasons for his retrenchment.

5. Before any new faculty are hired in any department which has experienced retrenchment, it is agreed that retrenched faculty will be offered the opportunity for re-hire or restoration to full load in the inverse order of their retrenchment under the conditions set forth in section 8 below (last person retrenched in a department is re-hired first).

6. If courses are cancelled during the year, the administration may assign to the faculty member involved professionally relevant duties on a basis proportionate to the number of courses that did not carry.

7. Original appointment shall mean the date of first academic appointment to College service. Upon request by the Federation, the College agrees to provide the Federation with a list containing the date of original academic appointment for all faculty.

8. Persons released as a result of retrenchment shall be advised of the opportunity for re-employment in any position for which they qualify at the College for a period of two (2) years, and must accept such offer within thirty (30) days after receipt of such offer by certified mail, such acceptance to take effect whenever possible not later than the beginning of the subsequent semester immediately following the date such offer was made and, in any case, not later than the beginning of the academic year following the date such offer was made. Retrenched faculty will be credited with their original date of appointment for all

contractual purposes if they are recalled within two (2) years of removal. The College shall make every reasonable effort to place an incumbent so separated within the College, provided that a suitable position for which the person otherwise qualifies is available for such appointment.

9. The notification date of reappointment or non-reappointment shall not be later than March 15 of the first year on the faculty of Franklin Pierce College; December 15 of the second year; or one year prior to the termination of an appointment thereafter. For appointments terminating at mid-year, notification will be three months prior to termination in the first year, six months prior in the second year, and one year prior thereafter. The notification date of promotion shall, insofar as possible, correspond with the dates given above for notification of reappointment or non-reappointment. This clause shall not apply in cases of severe financial exigency; in such cases sixty (60) days' notice or pay in lieu thereof shall be given.

ARTICLE XX

Grievance Procedure and Arbitration

1. The College and the Federation agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise under the terms and conditions of this Agreement.

2. A grievance is defined as a dispute arising between the parties concerning the interpretation, application, performance or terms of this Agreement, or an alleged breach or violation thereof.

3. Nothing in this grievance procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the College administration.

4. The following steps will be followed for the processing of grievances:

STEP ONE

a) The grievant shall submit his grievance in writing to the appropriate department chairman or to the designated administrative official stating the nature of the grievance including relevant facts, the provisions of the Contract alleged to have been violated and the adjustment sought.

b) The grievance must be presented in writing and receipted by the appropriate College representative within ten (10) calendar days following the time at which the grievant could have reasonably been aware of its occurrence. The appropriate administrative representative shall arrange a meeting among the grievant, a Federation representative and the appropriate administrative representative, and, at his discretion, another administrative representative. A written answer to the grievance shall be forwarded by the department chairman or designated administrative official to the Federation with a copy to the

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grievant within ten (10) calendar days of the receipt and acknowledgment of the grievance.

STEP TWO

In the event the grievance is not settled in step one, the grievant may present his grievance at step two. The grievance must be presented at this step to the Academic Dean or his designee. The Dean or his designee shall arrange a meeting within ten (10) calendar days of the answer in step one among the grievant, a Federation representative, the Dean or his designee, and, at his discretion, the department chairman and/or a third administrative representative to discuss the grievance. A written answer to the grievance shall be forwarded by the Dean to the Federation with a copy to the grievant within ten (10) calendar days of such meeting in step two.

STEP THREE

If the grievance is not settled in step two, the grievant may proceed to step three in which the grievance shall be submitted to the President or his designated representative within ten (10) calendar days of the College's answer in step two. The President or his designated representative shall meet with the grievant, the Federation representative and such other administrative officials as the President deems necessary to the meeting. A written answer to the grievance shall be forwarded by the President to the Federation with a copy to the grievant within ten (10) calendar days of such meeting.

STEP FOUR

If the grievance is not settled in step three, the grievant may proceed to step four in which the grievance shall be submitted to a three-member committee of the Board of Trustees within twenty (20) calendar days of the answer in step three. The grievance committee of the Board shall hear the grievance at which time the grievant, his Federation representative and such other representatives as he deems necessary to the hearing and such administrative representatives as the College deems necessary shall be heard and given a full and fair opportunity to present witnesses and evidence. A written answer to the grievance shall be forwarded by the committee to the Federation with a copy to the grievant within twenty (20) calendar days of such hearing. This step shall not apply to matters which are subject to arbitration under Section 9 of this Article.

5. The filing or pendency of a grievance under the provisions of this Article shall not prevent the College or its representatives from taking the action complained of, subject, however, to the final decision of the grievance.

6. Failure by the College to comply with the time limitations set forth herein shall give the grievant the right to proceed automatically to the subsequent step of the grievance procedure.

7. Any individual member of the bargaining unit may present grievances to the College at any time and such grievances may be adjusted without the intervention of the Federation as

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long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Federation has been given an opportunity to be present at such adjustment.

8. All time limits set forth in this Article may be extended by mutual agreement.

ARBITRATION

9. Any grievance which has not been satisfactorily adjusted under the Grievance Procedure and which involves the discharge, discipline, non-reappointment, evaluation, promotion, retrenchment, Academic Freedom, or appropriate financial compensation (meaning any delay or discontinuance of salary or fringe compensation due any bargaining unit member pursuant to this Agreement) of a member of the bargaining unit, or the perquisites of the Federation, may be submitted for settlement under the arbitration provisions of this Article.

10. An appropriate grievance as specified in section nine of the Article may be brought to arbitration by the Federation only if written notice is served on the College within ten (10) working days after the conclusion of the final step of the Grievance Procedure.

11. Arbitration shall be conducted through a Board of Arbitration consisting of one representative selected by the Federation, one representative selected by the College, and an impartial chairman mutually chosen by the parties.

The procedure for arbitration shall be as follows:

a) The Federation representative and the College representative shall meet forthwith to choose an impartial chairman but not later than thirty (30) calendar days from the date of the demand for arbitration. If no selection can be made within such thirty (30) calendar day period, then either party may request lists from the American Arbitration Association and selections shall be made in accordance with the Rules of the Association.

b) If the College contends at the hearing that the grievance desired to be arbitrated does not raise an arbitrable issue, the Board of Arbitration shall first hear and determine separately in accordance with paragraph (d) below, the question of whether an arbitrable issue has been presented. If the Board of Arbitration decides that the issue or issues are arbitrable it shall have the authority to hear further and to determine the merits of the grievance.

c) Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

d) The decision of a majority of the Board of Arbitration shall be the decision of the Board of Arbitration. The Board of Arbitration shall have no power to add to,

subtract from, modify, or disregard any of the provisions of this Agreement nor shall it have power to establish or determine any new wage rate, job classification or job differential. The Board of Arbitration shall have the power to make appropriate compensatory awards. The decision of the Board of Arbitration which shall contain a full written statement of the grounds upon which the issue or issues are decided, shall be final and binding on the Federation and the College, and shall be issued within thirty (30) calendar days of the hearing.

e) Each party shall bear the expense of preparing and presenting its own case, including expenses of its own representative. The compensation and expenses of the impartial chairman and any other expenses of such Board of Arbitration shall be borne equally by the parties.

12. Any question in connection with the discipline, discharge or failure to reappoint any member of the bargaining unit having less than one year of net credited service at the College at the time of such discipline, discharge or failure to reappoint is specifically excluded from the arbitration procedures outlined in this Article.

13. If the College challenges the Board of Arbitration's finding regarding arbitrability, it may within thirty (30) calendar days after the receipt of the award, file suit in a court of competent jurisdiction to seek a judicial determination of the arbitrability of the subject matter. No appeal shall be made from such determination by either party.

14. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

15. The parties agree to give precedential weight to the decisions of any Board of Arbitration in a case or cases involving the same contractual provisions and the same issues raised by the grievance which has been arbitrated. Any dispute between the parties concerning the failure of either party to give proper effect to such decisions shall be treated as raising an initial question of arbitrability which shall be decided prior to any hearing on the merits of the case.

ARTICLE XXI

Personnel Files

1. The College shall maintain an official personnel file for each faculty member who is subject to this Agreement. The College agrees that only this file will be used for evaluation, merit reviews, support for disciplinary action against, or referrals of a faculty member.

2. No document shall be placed in the employee's file until the employee has been given the opportunity to read the contents thereof and to attach any comments he may so desire. Each such document shall be initialed and dated by the employee before being placed in his file as evidence of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document.

3. This personnel file will be available for examination by the faculty member who shall be entitled to review such file at reasonable hours upon written request. The faculty member may, at the current rate for copies as of the day the copies are made, make or obtain copies of materials in his file after receiving oral permission from the Manager of Personnel Services or his designated representative. If the person in charge of said file does not approve the removal thereof for the purpose of making such copies, such copies shall be made for the faculty member at the current rate for copies as of the day such copies are made.

ARTICLE XXII

Bulletin Boards

1. The College shall designate space at which a bulletin board may be erected for Federation purposes at Federation cost, or shall designate reasonable space on existing bulletin boards for use by the Federation.

2. Postings on all such bulletin boards shall be made by or at the direction of the Federation President, who shall furnish copies of all postings to a designated College official for College records. All such postings shall clearly indicate sponsorship by the Federation.

3. The use of the bulletin board shall be restricted to activities of the Federation for the following purposes only:

a) notices of recreational, social and educational activities.

b) notice of election of officers and representatives and results.

c) notice of Federation meetings.

ARTICLE XXIII

Perquisites of the Federation and Miscellaneous Rights of Faculty

1. The College agrees to permit the Federation to use appropriate facilities such as classrooms or lecture rooms for one Federation meeting per month during the academic year when such facilities are available. Such meetings shall not be scheduled in a manner which would conflict with previously arranged faculty meetings, or with other faculty duties or assignments, or with previously arranged use of such facilities. The time, place and day of month of Federation meetings shall be mutually agreed prior to the commencement of each academic year.

2. The College shall permit the Federation to use College duplicating equipment as available provided that such Federation use does not conflict or interfere with normal College use of such equipment. The Federation agrees to pay for such use at the usual and customary rate then in effect for such use. The Federation further agrees to pay charges for such use within a reasonable period not to exceed thirty (30) days and if such payment is not made, Federation use may be discontinued by the College.

3. Federation members may use available telephones for on-campus calls, but not for long-distance or off-campus calls for Federation purposes.

4. Federation members may use the campus mail service in the manner currently prescribed for such use.

5. The College agrees to establish an account number in the Controller's office to permit billing of the Federation for the use of telephone, copying and printing services.

6. The College shall establish a travel-conference fund out of which each faculty member shall be paid a maximum of fifty dollars ($50.00) per year for conference travel.

7. The College will distribute one telephone directory annually to each faculty member.

8. The College will arrange to have security forces open faculty offices during other than normal office hours after prior telephone request to the security force by the faculty member.

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9. Faculty members may audit or take courses for credit at Franklin Pierce College, other than the Law Center, at no fee to the faculty member.

10. Faculty members shall be allowed to remove in the course of the calendar year, at their own expense, one cord of wood for their personal use. The College will designate an area or areas for the cutting and removal of wood and will endeavor, if possible, to locate such areas within a reasonable distance of an accessible way passable by cars or trucks.

ARTICLE XXIV

No Strike or Lock-Out

The Federation and the College agree that disputes which may arise between them shall be settled without resorting to strike or lock-out. The College agrees that it will not lock out any or all of its employees during the term of this Agreement. The Federation agrees that there shall be no strikes, slowdowns or interferences with the normal operation of the College during the term of this Agreement.

In the event of a wildcat strike by faculty members the Federation agrees to use all reasonable measures to inform the members of the unit of the illegality of such a strike, and of the Federation's policy of opposition to such strikes.

ARTICLE XXV

Fringe Benefits

1. The College will continue to provide on the current contributory basis as of the effective date of this Agreement the following benefits to all regular full-time faculty members after thirty (30) consecutive calendar days of employment:

a) Group life insurance and accidental death and dismemberment coverage.

b) Weekly and monthly disability income payments.

c) Full medical care plan with medical catastrophe benefits.

2. The College additionally will continue to contribute on the current basis to TIAA-CREF for regular full-time faculty.

3. Wives or husbands of regular full-time faculty members with one full year of service, as well as faculty members themselves, may enroll for courses offered at the College or affiliated institutions without charge, except the Law Center.

4. After one year of service a faculty member qualifies for full tuition scholarships to the College for his dependents if they are academically eligible.

5. The current policies of the College with regard to sabbatical leave, sick leave and unpaid leave of absence shall be continued during the term of this Agreement.

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ARTICLE XXVI

Separability

In the event any provision of this Agreement in whole or in part is declared to be illegal, void, or invalid by any Court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event, the remainder of this Agreement shall continue to be binding upon the parties hereto. The parties shall then meet within thirty (30) days after such provision or provisions are declared to be illegal, void or invalid and renegotiate the provisions in question so as to bring them within the boundaries of the law.

ARTICLE XXVII

Effect of Agreement

1. This instrument constitutes the entire Agreement of the College and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining,

and that the understandings and agreements arrived at by the parties after the exercise of that right and the opportunity are set forth in this Agreement. Therefore, the College and the Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVIII

Governance

The Federation and the College agree upon the following structure for college governance:

I. Standing Committees

A. Academic Standards

1. Membership - Five faculty members; three elected as stated in Section III below, one appointed by the Federation and one by the Dean.
2. Charge - This committee will consider all matters concerning the establishment and maintenance of standards of scholarship.

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3. For purposes of considering student academic standing at the end of each semester, this committee will be augmented by an unlimited number of non-voting participants from the faculty and administration.

B. Curriculum

1. Membership - Four faculty members; two elected as stated in Section III below, one appointed by the Federation, one appointed by the Dean and one student representative provided by the Student Senate.
2. Charge - This committee will consider all matters concerning the general curriculum of the College. The maintenance of accuracy of the academic items in the college Bulletin will be the responsibility of this committee.

C. Calendar

1. Membership - Three faculty members; one elected as stated in Section III below, one appointed by the Federation, one appointed by the Dean, one student representative provided by the Student Senate and one representative provided by the Office of the Dean of Students.
2. Charge - This committee will prepare in advance the college calendar, providing for religious holidays, convocations and exceptional activities of the college community, and will review the prepared semester course schedule. It will be the responsibility of this committee to propose alternative schedules in the event of unforeseen emergencies.

D. Student Affairs

1. Membership - Two faculty members; one appointed by the Federation, one appointed by the Dean of Academic Affairs and one representative provided by the Office of the Dean of Students.

2. Charge - This committee will maintain communications among the faculty, the student body and the Office of the Dean of Students. It will be the responsibility of this committee to consider items of concern to the general college community.

E. Faculty Affairs

1. Membership - Two faculty members designated by the Federation, two Department Chairmen designated by the Administration, and one faculty member elected as stated in Section III below.

2. Charge - This committee will address itself to the matters of evaluation, non-reappointment and reappointment, promotions, rolling contracts and sabbatical leave.

II. Authority

A. Each of the above committees will be recommending bodies. Each will submit its recommendations to the Dean of Academic Affairs, except for the Committee on Student Affairs which will submit its recommendations to the Dean of Students.

B. The recommendations of any committee shall be submitted to the appropriate Dean complete with the following:

1. A thorough cost analysis
2. Recognition of the financial impact upon the entire college community
3. Any demographic support
4. Other pertinent considerations

C. The receipt of any committee recommendation will be acknowledged in writing by the appropriate Dean within eight calendar days of its submission, such acknowledgment to include the current status of the recommendation and the estimated date of final disposition.

III. Elections

A. On or before May 1st of each year the Office of the Dean of Academic Affairs will inform each member of the faculty as to the availability of all committee seats for the following September. Faculty will be allowed eight calendar days to volunteer for service on not more than two committees each.

B. A ballot will be prepared from the list of volunteers and distributed to the faculty. Not less than eight nor more then twelve calendar days following the distribution, the ballots will be counted by an election committee composed of the five chairmen of the standing committees. Run-off elections shall be conducted to resolve ties.

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C. Upon ratification of this Agreement the Federation President and the Dean of Academic Affairs shall cooperate to institute the first election of members to the standing committees.

IV. Meetings

A. Each standing committee shall elect its own chairman and secretary. The chairman will preside at all meetings of the committee. The secretary shall record all proceedings, votes, resolutions and recommendations of the committee in the minutes of the meetings.

B. There shall be no limit on the number of non-voting, voluntary participants in committee meetings, except as the committee members shall determine with regard to the sensitivity of any item under consideration.

ARTICLE XXIX

Salary

1. Wage increases for the bargaining unit, effective September 1, 1974, shall be in accordance with Appendix B.

2. Minimum entry level salaries for new faculty shall be as follows:

Instructor - $9,500.00
Assistant - $11,000.00
Associate - $12,500.00
Professor - $14,000.00

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ARTICLE XXX

Duration and Renewal

This Agreement shall continue in full force and effect until midnight September 1, 1975, and shall be automatically renewed from year to year thereafter until at least sixty (60) days prior to any expiration date either party notifies the other in writing by registered mail of its desire to terminate or amend this Agreement.

IN WITNESS WHEREOF the College has caused this instrument to be signed and sealed by its duly authorized representative and the Federation has caused this instrument to be signed and sealed by its duly authorized representative this fifteenth day of October, 1974.

FRANKLIN PIERCE COLLEGE

BY Frank J. DiPietro

RINDGE FACULTY FEDERATION (AFT)

BY David W Smith

APPENDIX "A"

Dues Authorization Form

I hereby authorize Franklin Pierce College to deduct from my salary the cost of Federation dues as determined by the Federation in accordance with the provisions of Article IV, of the Master Agreement between the College and the Rindge Faculty Federation/AFT.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination date of the current collective bargaining agreement between the College and the Federation, whichever occurs sooner.

I hereby voluntarily authorize you to continue the above authorization and assignment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any of such years, but that I may cancel and revoke by giving to the appropriate management representative an individual written notice signed by me and which shall be postmarked or received by the College within fifteen (15) days following the expiration of any such year or within the fifteen (15) days following the termination date of

any collective bargaining agreement between the College and the Federation covering my employment if such date shall occur within one of such annual periods. Such notice or revocation shall become effective respecting the dues for the month following the month in which such written notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Federation.

_____

APPENDIX B

Employee Number	Present Salary	Increase to Base	Increment	Salary
PROFFESSORS - Base $14,000				
1173	$12,500	$1,500		$14,000
1816	13,200	800	$ 200	14,200
3594	14,300		1,000	15,300
5837	13,200	800	200	14,200
7924	15,000		1,000	16,000
3195	15,000		1,000	16,000
ASSOCIATES - $12,500				
5115	12,700		1,000	13,700
1383	11,600	900	100	12,600
0358	12,400	100	900	13,400
7704	12,000	500	500	13,000
1382	14,200		1,000	15,200
1347	12,400	100	900	13,400
5699	11,600	900	100	12,600
1177	11,200	1,300		12,500
9818	11,100	1,400		12,500
7701	10,500	2,000		12,500
5505	12,650		1,000	13,650
9368	11,400	1,100		12,500
0790	11,900	600	400	12,900
1863	11,900	600	400	12,900
7513	11,700	800	200	12,700

2041	11,000	1,500		12,500
5841	10,800	1,700		12,500
5835	10,600	1,900		12,500
8500	11,000	1,500		12,500
1731	11,000	1,500		12,500
1487	10,500	2,000		12,500
1172	11,200	1,300		12,500
7128	10,300	2,200		12,500

ASSISTANTS - Base $11,000

9072	11,300		1,000	12,300
1171	11,000		1,000	12,000
5628	10,600	400	600	11,600
7577	10,500	500	500	11,500
7995	10,300	700	300	11,300
4606	10,100	900	100	11,100
5022	10,600	400	600	11,600
5166	9,800	1,200		11,000
7542	9,800	1,200		11,000
4541	9,500	1,500		11,000
4688	9,100	1,900		11,000
1112	10,500	500	500	11,500
6115	10,500	500	500	11,500
0607	9,600	1,400		11,000
1481	11,200		1,000	12,200
2517	10,000	1,000		11,000

INSTRUCTORS - Base $9,500				
5416	9,200	300	700	10,200
0330				10,000
4964	7,400		1,000	8,400

PART-TIME	FALL '74
0901	1,900
7388	1,000
2587	3,255
8954	2,300
1031	2,400
1517	1,000
9282	2,200
0200	800
2777	1,150
5630	750
7017	1,000
0915	1,500
9460	1,667
1817	3,200